



City of Mercer Island  
**Integrated Art Elements for the  
Luther Burbank Park Waterfront Improvements Project**  
Request for Proposals (RFP), No. 23-04

**Date of Release:** January 19, 2023

**RFP Submittal Due:** February 28, 2023, 2pm PST

**Contacts:** Paul West, CIP Project Manager, [paul.west@mercerisland.gov](mailto:paul.west@mercerisland.gov)  
Sarah Bluvas, CIP Project Manager, [sarah.bluvas@mercerisland.gov](mailto:sarah.bluvas@mercerisland.gov)

## INTRODUCTION

The City of Mercer Island (“City”) seeks proposals for integrated public art and placemaking elements for the [Luther Burbank Park Waterfront Improvements project](#). This project provides an exciting opportunity to revitalize the fifty-year-old facility and create more access at the only light rail-accessible waterfront on Lake Washington. The selected Artist or Artist Team will collaborate with the design team and the community to develop an art element or elements that create a sense of place and highlight the rich history of the site for visitors of all ages.

**Project Budget:** \$50,000-\$120,000 for all design, fabrication, artist fee, site delivery, installation, etc. *(The City will prepare the site for the artist for the purpose of supporting and facilitating art project implementation. Installation may be handled by City staff depending on the artwork.)*

**Deadline to submit:** February 28, 2023

**Location:** Luther Burbank Park Waterfront, 2040 84<sup>th</sup> Ave SE, Mercer Island, WA 98040

**Eligibility:** This call is open to all artists living and working in the Pacific Northwest region, including Washington, Oregon, Idaho, and Alaska States.

**Site Visit:** February 9, 10-11:30am; meet at the Luther Burbank Park waterfront plaza adjacent to the Boiler Building and docks. – Those interested in submitting a proposal may wish to meet with City staff and consultants at this time to learn more about the project and ask questions. This site visit is not mandatory, but we ask that those who plan to attend e-mail the Project Contacts (listed above) ahead of time so we can plan accordingly.

Please read the application requirements carefully. Artists are asked to submit a biographical statement as well as images of their previous work.

## BACKGROUND

The City of Mercer Island is located on an island of the same name in Lake Washington and consists of high-quality residential areas, conserved open space, parks, and miles of shoreline. Mercer Island, which was formerly part of East Seattle, was incorporated in 1960 and has a population of just over 25,000. Most of Mercer Island's 6.2 square miles of land area (five miles long and two miles wide) is developed with single family homes. The Town Center and two other commercial areas serve the Island and provide a range of business and service opportunities for the community.

Mercer Island has a historic tradition of public support for the arts, and its public art collection is an important avenue for engaging the community with arts, culture, and creativity. The collection features more than 60 two-dimensional and three-dimensional works found in City parks and buildings across the Island. City staff collaborate with the Mercer Island Arts Council, artists, and the public to create high-quality works that will enrich the lives of Islanders and preserve notable creative expression. Many works in the collection have been acquired through Mercer Island's 1% for Art in Public Places (AIPP) program as well as through donations. Learn more and view the collection at [mercerisland.gov/publicart](https://mercerisland.gov/publicart).

### About the Luther Burbank Park Waterfront Improvements Project

The Luther Burbank Park waterfront was developed as a public boating facility in 1974. Its anticipated renovation in 2024 has created an opportunity to provide shoreline access that better serves the wide range of visitors it attracts. Stabilization of the 1928 steam plant will be a first phase of a small craft boating center to better serve popular sailing and paddling programs. New site features include a low-freeboard floating dock for paddlecraft, a viewing deck, a platform with water-level contact, and an expanded beach with ramp access. The project has been designed to inspire both active users and casual observers to stay and enjoy the busy waterfront setting. Learn more at [letstalk.mercergov.org/lbdock](https://letstalk.mercergov.org/lbdock).

### Why Submit a Proposal?

Luther Burbank Park draws users from around the region and, when the East Link opens, will be the only Lake Washington waterfront accessible by light rail. The selected Artist or Artist Team will gain significant exposure beyond Mercer Island residents. Moreover, this project presents an exciting opportunity to connect waterfront users with Luther Burbank Park's natural and cultural history in ways that are meaningful, unique, and long-lasting. Don't miss this opportunity to contribute to a transformative capital project!

## SCOPE OF WORK

The City seeks an Artist or Artist team to propose an art element or elements for the Luther Burbank Park Waterfront Improvements project. A presentation outlining opportunities and preferred themes is included as Attachment 1. Additionally, we encourage those interested in submitting to watch previous Arts Council discussions of this project as well as to attend the site visit with City staff on February 9, at 10am.

### Project Goals

The City aims to accomplish the following primary goals with this project:

- Showcase Luther Burbank Park and the community's unique character.
- Be interactive for all ages and abilities.
- Be site-specific and original.
- Be inviting and aesthetically pleasing.

### Artwork Themes + Medium(s):

Artists or Artist Teams should interpret one or more of the following themes for integrated art elements at the site:

- Local indigenous peoples' history
- Human powered boat construction as an artform
- Nautical themes relevant to the site context

Additionally, the Artist or Artist Team may be interested in incorporating themes of local/regional geography, local natural history, and Mercer Island heritage/history as secondary or complementary to the preferred themes listed above.

The City is interested in emphasizing **integrated art elements**, such as:

- Sculptural elements that define entrances, views, or important aspects of the site;
- Interpretive elements that can be integrated into paving with embedded materials and text;
- Functional elements such as handrails, benches, lean rails, kiosks, or guardrails; and/or
- An artistic plaque display that contains a QR code linking the referenced feature to the City's [STORY public art engagement platform](#).

Artists are welcome to submit proposals that conceptualize artwork in an array of sizes, types, and mediums. Medium(s) should:

- Be weatherproof and appropriate for permanent outdoor display;
- Encourage public interaction and be accessible for all;
- Not pose any hazard to the public or the environment; and
- Be appropriate to display within a public park.

We encourage the use of sustainable and/or natural materials as well as environmentally friendly artmaking practices where possible for this project. Applicants may also be interested in reviewing the City's draft [Climate Action Plan](#) to identify opportunities for alignment.

### Collaboration with the Design Team + Proposed Schedule

The Artist or Artist Team will be integrated into the design team led by the environmental firm Anchor QEA. The Artist or Artist Team must be willing to collaborate with the design team and will also be required to meet with the community, the Mercer Island Arts Council, and other project stakeholders to gather input on the final product. The waterfront plaza design has been developed to 60% design, and the goal is

to complete art integration during the 90% design in Summer 2023. The City and Anchor QEA propose the following timeline for this project:

- RFP Released: January 19, 2023
- Optional Site Visit: February 9, 2023, 10am
- Submittals Due: February 28, 2023, by 2 pm
- Evaluation Process: March 2023
- Selected Artist Notified + Contracting: April 2023
- Project Development/Integration: May-August 2023
- Final Design Approval: September 2023

### **Community Engagement Needs**

The Mercer Island community is highly active in and passionate about its park system. Artists or Artist Teams should be prepared to engage the Mercer Island community, including site users, park neighbors, elected officials, volunteer boards, and other project stakeholders, to develop the final design. Methods of engagement could include interviews, on-site community meetings, online modules via Let’s Talk (the City’s public engagement platform), or other methods. The City encourages creative and interactive methods for soliciting community feedback in the design process.

# SUBMITTAL DETAILS

The Artist or Artist Team must have the ability to satisfactorily perform the required work by reasons of: (a) experience in performing work of a similar nature; (b) demonstrated competence in the services to be provided; (c) strength and stability of the Artist or Artist Team; (d) workload capability; and (e) supportive references.

To be considered for this opportunity, please submit the following:

**Artwork concept design(s):** Provide concept designs, including potential site locations, for the proposed artwork(s). Include up to five (5) images, including sketches, plans, models, renderings, precedents, and concept.

**Narrative of artwork intent:** The narrative should articulate the Artist’s or Artist Team’s interest in this project, including how their work, process, and experience relate to this project. The narrative should explain how the proposed artwork(s) will meet the stated goals of this project. (Word limit: 500 words)

**Artist’s vision and approach:** Describe the vision for this project, including the Artist’s or Artist Team’s specific approach to the site, the themes, and the Mercer Island community in general. The site redesign will develop more universal access to the water, and the City asks the Artist or Artist Team to describe their personal and artistic approach to promoting Diversity, Equity, and Inclusion. (Word limit: 750 words)

**Artist’s biographical statement:** Provide a brief bio that may be used in future communications and promotions about the project. (Word limit: 500 words)

**Resume:** Submit a current, professional resume. Artist Teams should submit resumes for each team member compiled into one document. (Page limit: 2 pages per Artist)

**References:** Submit three (3) current references. Please include the reference’s name, phone, alternate phone, email, and title as well as a brief (no more than one sentence) description describing the reference’s professional association. (Make sure to confirm that the reference’s current contact information has been provided.)

**Images of previous work:** Provide up to five (5) images of previous work by the Artist or Artist Team that demonstrates the ability to complete this project. (JPEG format, 1920 pixels maximum on the longest size, 72 dpi, with compression settings resulting in the best image quality where the file size remains under 2MB)

**Cost estimates:** Provide cost estimates for each art piece, including best estimate of 2023 material, artist time, and installation costs.

**Ability to work within city government structure:** Describe the Artist’s or Artist Team’s ability to successfully execute a public art project, including previous work with local governments or other experience working with City staff, elected officials, volunteer boards, etc., to complete projects. (Word limit: 500 words)

**Community engagement approach:** Summarize how you intend to engage the community in the creative process. (Word limit: 750 words)

## Submittal Format & Deadline

- Send PDF submittals electronically to [publicworks@mercergov.org](mailto:publicworks@mercergov.org) no later than **2pm on Tuesday, February 28, 2023**
- All submittals shall be clearly titled: **RFP 23-04 Integrated Art Elements for LBWI Project**.
- Upon receipt of each submittal, the City will provide the Artist or Artist Team with an acknowledgment of receipt. All proposals received will become the property of the City and will not be returned.
- **Rights reserved by the City:** The City reserves the right to reject any or all responses received for this solicitation; extend the submission due date; modify, amend, reissue, or rewrite this solicitation; and procure any or all services by other means.
- Direct all submittal questions to Sarah Bluvas, CIP Project Manager, [sarah.bluvas@mercerisland.gov](mailto:sarah.bluvas@mercerisland.gov), no later than **5pm on Friday, February 17, 2023**. It is the obligation and responsibility of the submitter to learn of addendums, responses, or notices issued by the City relative to this RFQ. These will be posted on the City website at [www.mercerisland.gov/rfps](http://www.mercerisland.gov/rfps).

## Conditions of Submittal

**Costs for Development of Submittals:** All costs for developing submittals in response to this RFQ are the obligation of the Artist or Artist Team and are not chargeable to the City. All submittals will become property of the City and will not be returned. Submittals may be withdrawn at any time prior to the published close date, provided notification is received in writing to the Project Contacts listed on this RFP. Submittals cannot be withdrawn after the published close date.

**Agreement Form:** The agreement form to be used will be the City's standard professional services agreement (PSA), which is provided as Attachment 2. City staff will negotiate the terms of an agreement with the artist directly for all proposed artwork that is approved. This project budget is all-inclusive and must cover all expenses associated with the design, fabrication, artist fee, site delivery, and installation, etc. The Artist or Artist Team will be responsible for securing all equipment necessary to install the artwork unless otherwise agreed upon with the City.

Additionally, the selected Artist or Artist Team must provide the following during contracting:

- Current W9
- Current Mercer Island Business License
- Certificate of Insurance naming the City as additional insured

Artists or Artist Teams who do not currently hold the required insurance limits are encouraged to submit a proposal.

**Americans with Disabilities Act (ADA) Information:** This material can be made available in an alternate format by calling 206-275-7833.

**Non-Discrimination:** The City of Mercer Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

## SELECTION PROCESS

The City will select the most advantageous artwork submission(s) based on the review process outlined. However, cost is important to the City. The City will make the award that is in the best interest of the City based on cost and other considerations.

An Artist Selection Panel (ASP) consisting of Mercer Island citizens, City Council and City board members, City staff, and others will review each submittal using the selection panel checklist. A sample checklist is provided as Attachment 3. After evaluating all submittals, the ASP may choose to invite an artist or artists to present their proposed artwork and qualifications prior to selecting a finalist. Interviews may include the ASP, the Mercer Island Arts Council, the Mercer Island City Council, and City staff or other interested parties. (Submitters will not be compensated for interview related expenses.)

Following the evaluation process, the preferred submittal will be sent to the Mercer Island Arts Council to make a recommendation to the City Council. The City Council is responsible for approving the final project scope and authorizing the City Manager to contract with the selected Artist or Artist Team.

### Additional Details

- All responses to this request will be screened for eligibility. As time permits, a selection panel will review responses, according to the criteria listed above, and may conduct reference checks as part of the process. If there is insufficient information, the City reserves the right to request additional information and to interview Artists or Artist Teams to discuss their qualifications.
- This solicitation does not obligate the City to award a contract to any respondent. The final selection is the sole decision of the City, and the respondents to this formal request have no guaranteed appeal rights or procedures. At its option, the City reserves the right to waive as informality any irregularities in proposals and/or to reject any or all proposals. The City also may select only portions of a particular submission for further consideration and negotiation (although the Artist or Artist Team may specify portions of their submission they consider “bundled”).
- It is anticipated that an Artist or Artist Team will be selected from this process and a contract or contracts will be negotiated. If the City selects an Artist or Artist Team for this project, the successful submitter shall be issued a written Notice of Selection.

## ATTACHMENTS

- Presentation of Luther Burbank Waterfront Improvements Art Integration Opportunities – Presented to the Mercer Island Arts Council on September 14, 2022
- Standard Professional Services Agreement
- Sample Artist Selection Panel Checklist

# Integrated Public Art Opportunities

Luther Burbank Dock Repair and Upland Improvements Project

60% Design

September 14, 2022

*Presented by*

Paul West, City of Mercer Island

Noelle Higgins, Anchor QEA



City of Mercer Island  
RFP 23-04: Integrated Art Elements for LBWI  
Attachment 1 - Presentation of LBWI Art Integration Opportunities



# Agenda

Recap from Last Meeting

Boiler Building Interpretive Program

60% Design Update and Opportunities

Next Steps

# Recap

- Last meeting in Sept 2021
- Reviewed 30% design
- Reviewed approach to Handsome Bollards
- Discussed opportunities for integrated public art



# Handsome Bollards Proposed Openings



# Opportunities for Integrated Art

## Recommended theme – Nautical



# Types of Art and Media

## Sculptural elements to define entrances



mbauer Bay Park - Bellevue



# Types of Art and Media

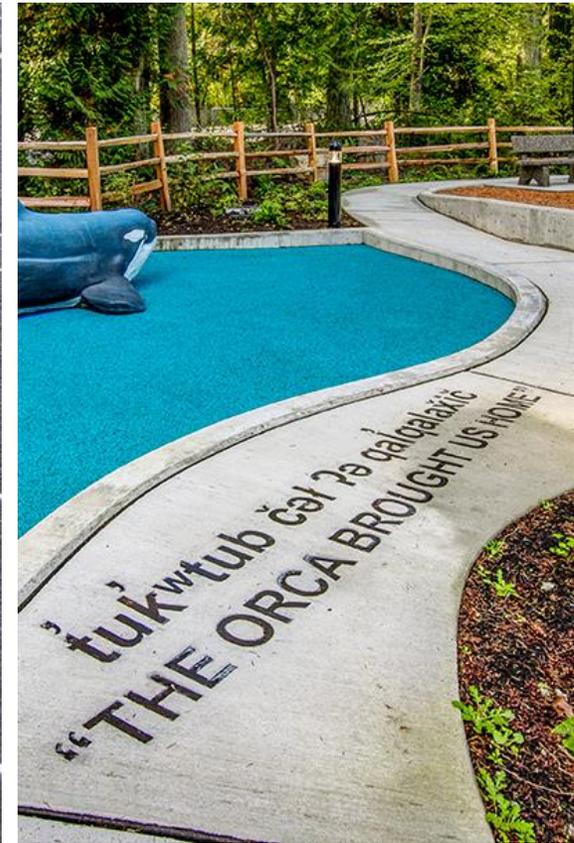
## Sculptural elements to define entrances



Northwind Fishing Weir Legend  
Susan Point  
Green River Trail

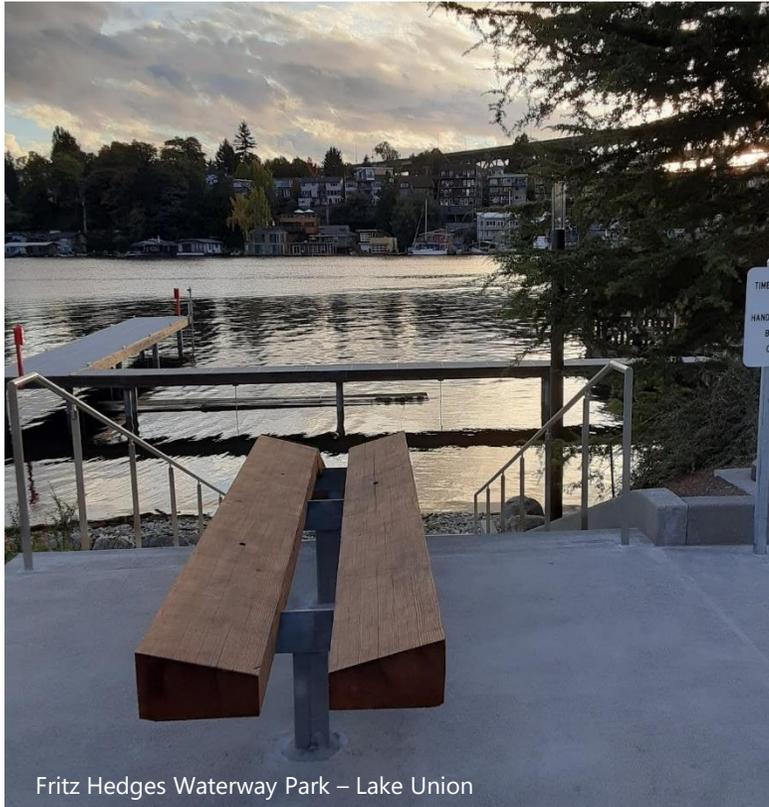
# Types of Art and Media

Paving treatments with embedded materials and text



# Types of Art/ and Media

## Custom park elements



Fritz Hedges Waterway Park – Lake Union



Manitou Beach Public Access

# Types of Art and Media

Custom park elements – railings, handrails, fences



Fritz Hedges Waterway Park – Lake Union



Manitou Beach Public Access



Water—The Essence of Life  
Susan Point  
West Seattle Pump Station

# Types of Art and Media

## Standalone and sculptural pieces



Compass, Alan Storey  
Bellevue City Hall



The Blue Trees, Konstantin Dimopoulos  
Burke-Gilman Trail

# Boiler Building Interpretive Program

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# Artistic Plaques with QR Codes



Artistic plaque style for the Boys Parental School era (1903–1965) of Luther Burbank Park.

## Minimum

1. The School Building
2. The Boiler Building
3. The Dairy Barn Ruins
4. The Remnant Fruit Trees

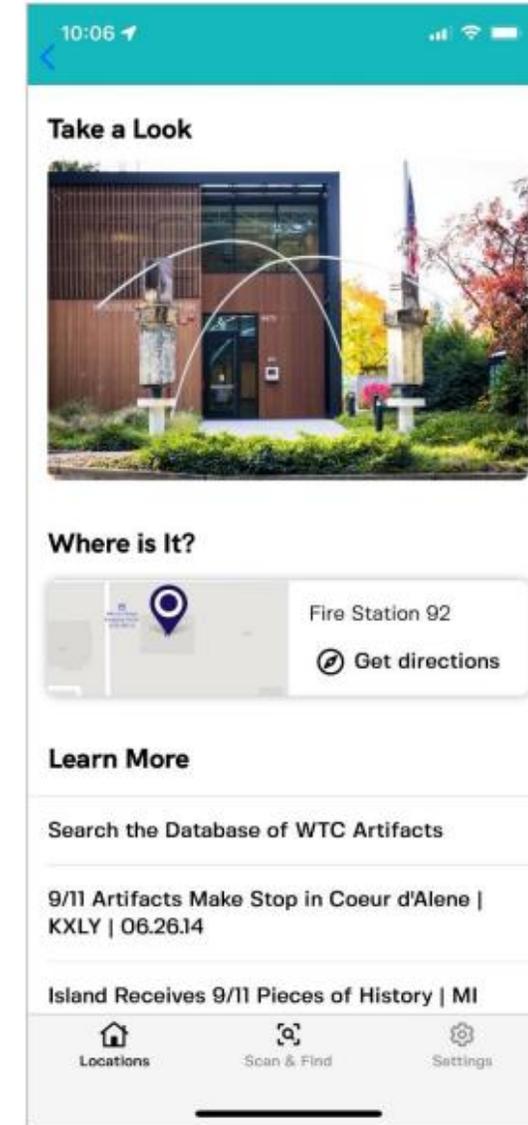
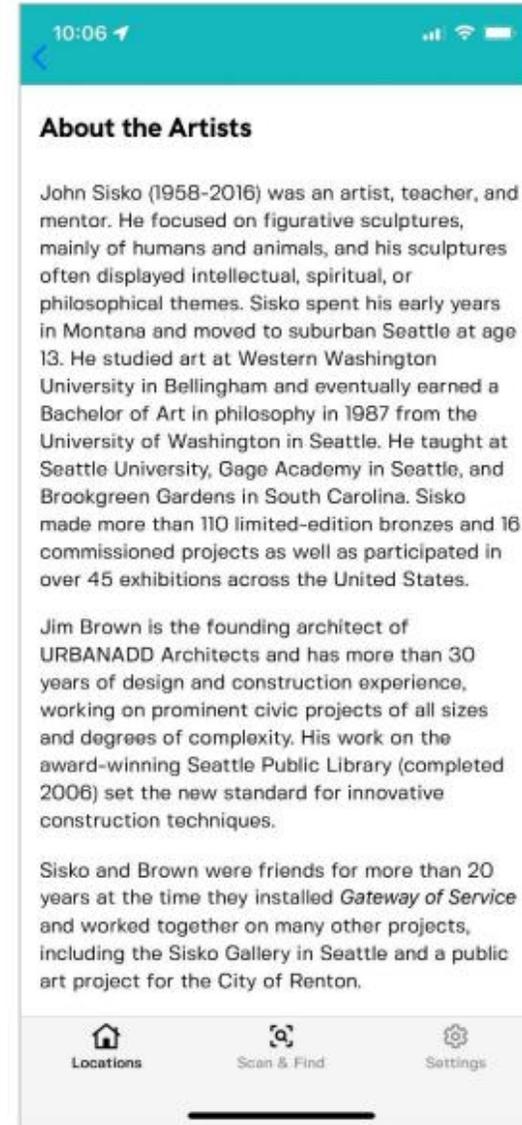
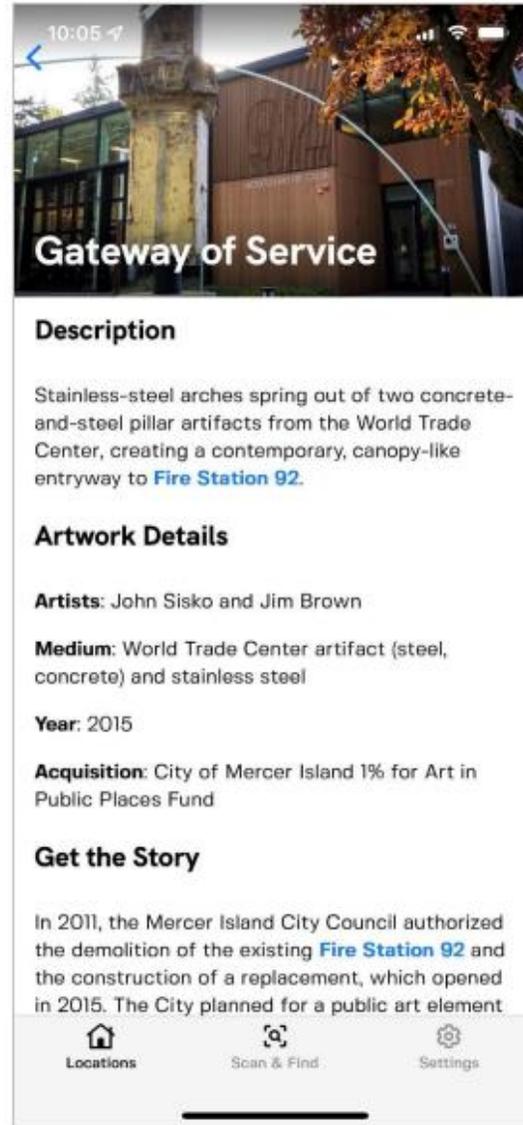
# Add QR code to existing sign



Future phases to cover:

1. Natural history of park and lake
2. Pre-colonial history & First Peoples' experience
3. Park development history and modernist landscape architecture

# Mercer Island's STQRY Platform



Screenshot examples of a Mercer Island art feature on the STQRY platform

# Mercer Island's Interpretive Signage QR Code

example of Mercer Island's existing interpretive signs for public art. Try the QR code!

**STAN**  
**GEORGIA GERBER**  
**2013**

**This artwork is part of the City of Mercer Island's permanent art collection. It was donated to the collection by Brandy & Pete Nordstrom.**



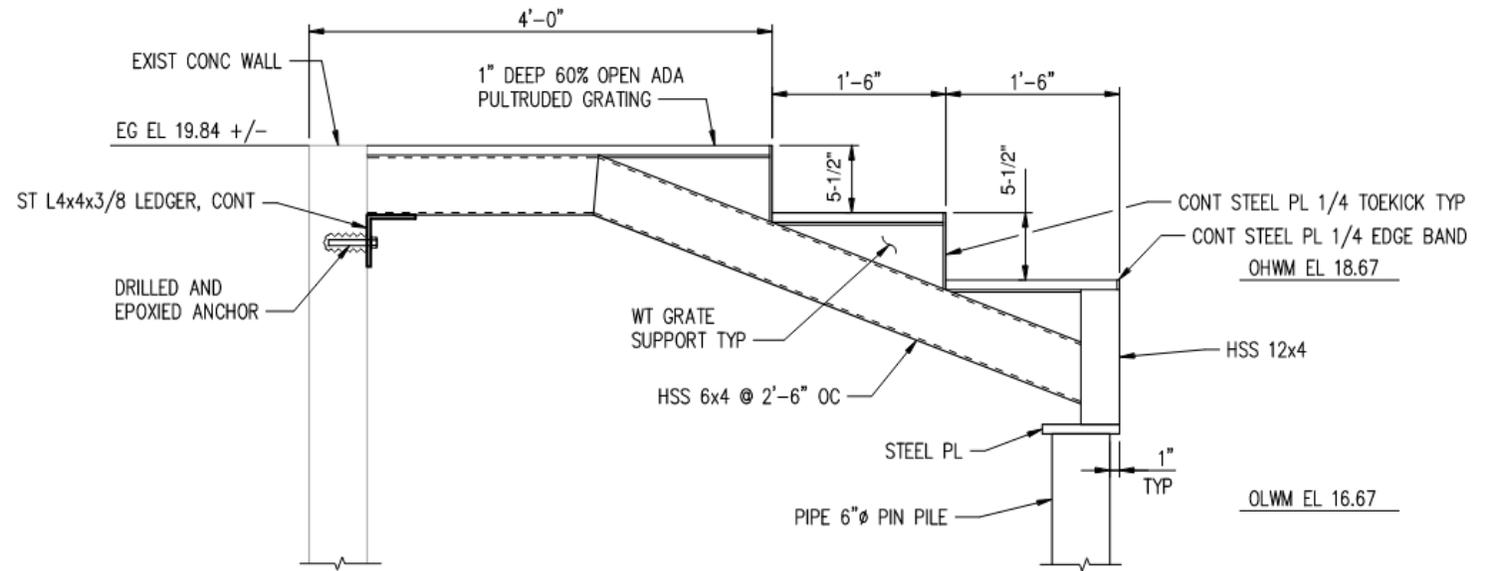
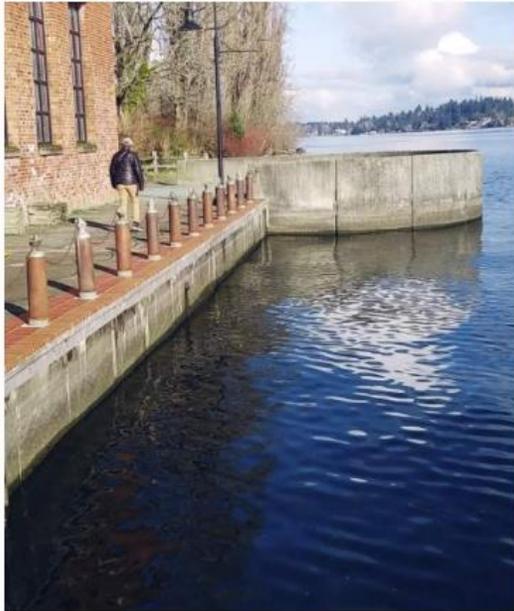
**Get the STQRY**

# 60% Design Update and Opportunities

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# Overwater Stair Feature













Thank you



## AGREEMENT FOR PROFESSIONAL SERVICES

CITY OF MERCER ISLAND, WASHINGTON  
9611 SE 36th Street, Mercer Island, WA 98040

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*Title:*

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THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) dated \_\_\_\_\_ is effective on the date the Agreement is fully executed by the Parties. The Parties to this Agreement are the CITY OF MERCER ISLAND, a Washington municipal corporation (“City”) and \_\_\_\_\_, a \_\_\_\_\_, a \_\_\_\_\_ choose type of person or entity (“Consultant”).

### **I. SERVICES BY CONSULTANT**

Consultant shall perform the services described in the scope of work attached hereto as Exhibit “A”, (“Services”), in a manner consistent with the accepted practices for other similar services, performed to the City’s satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his/her designee.

### **II. PAYMENT**

- A. City shall pay Consultant for the Services: (check one)
- Hourly:** \$ \_\_\_\_\_ per hour, plus actual expenses, but not more than a total of \$ \_\_\_\_\_
  - Fixed Sum:** not to exceed \$ \_\_\_\_\_
  - Other:** \_\_\_\_\_
- B. Consultant shall maintain time and expense records and provide them to the City monthly, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.
- C. All invoices shall be paid by mailing a City warrant within 45 days of receipt of a proper invoice.
- D. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representative for three (3) years after final payment. Copies shall be made available on request.
- E. If the Services do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such Services until the work meets the requirements of the Agreement.

### **III. NON-DISCRIMINATION AND COMPLIANCE WITH LAWS**

- A. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.
- B. Consultant shall comply with and perform the Services in compliance with all federal, state and local laws and ordinances, as now existing or hereafter adopted or amended.
- C. Violation of this Paragraph III shall be a material breach of this Agreement and may result in ineligibility for further work for the City.

#### **IV. TERM AND TERMINATION OF AGREEMENT**

- A. This Agreement shall commence on the effective date of this Agreement and shall remain in effect until completion of the Services and final payment, but in any event, no later than (“Term”).
- B. This Agreement may be terminated immediately by the City with or without cause. The Consultant may terminate this Agreement upon thirty days written notice, in which event all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation at the rate set forth in Paragraph II for any satisfactory work completed prior to the date of termination.

#### **V. OWNERSHIP OF WORK PRODUCT**

All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Consultant shall not be held liable for reuse of documents or modifications thereof by City or its representatives for any purpose other than the intent of this Agreement.

#### **VI. GENERAL ADMINISTRATION AND MANAGEMENT**

The \_\_\_\_\_ of the City of Mercer Island, or his/her designee, shall be City’s representative and shall oversee and approve all Services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

#### **VII. HOLD HARMLESS**

- A. Consultant shall protect, indemnify and save harmless the City, its officers, elected officials, agents, volunteers and employees from any and all costs, claims, judgments or awards of damages (including costs and attorney fees), arising out of or in any way resulting from the acts, errors or omissions of Consultant, its officers, employees and agents in performing this Agreement. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence

of the Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. Consultant waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated by the parties. Consultant's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs.

The provisions of this Section shall survive the expiration or termination of this Agreement.

### **VIII. INSURANCE**

- A. Consultant agrees to carry as a minimum, the following insurance, in such form and with such carriers who have a current A.M. Best rating of not less than A:VII or other industry rating which is satisfactory to the City:
- (1) Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington;
  - (2) Commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
  - (3) Automobile liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01. If necessary, the policy shall be endorsed to provide contractual liability coverage, with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
  - (4) Professional liability insurance appropriate to the Consultant's profession with limits of no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.
- B. The insurance policies for Commercial General Liability and Automobile Liability shall contain the following endorsements or provisions:
- (1) The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
  - (2) The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements,

including without limitation the additional insured endorsement evidencing the insurance requirement of the Consultant before commencement of the Services. Consultant's failure to maintain such insurance policies as required shall constitute a material breach of this Agreement, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

C. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

D. The Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available in law or in equity.

#### **IX. SUBLETTING OR ASSIGNING CONTRACT**

Neither City nor Consultant shall assign, transfer, or encumber any rights, duties or interests accruing from this Agreement without the express prior written consent of the other party.

#### **X. FUTURE SUPPORT**

City makes no commitment and assumes no obligations for the support of Consultant's activities except as set forth in this Agreement.

#### **XI. INDEPENDENT CONTRACTOR**

Consultant is and shall be at all times during the term of this Agreement an Independent Contractor and the City shall be neither liable nor obligated to pay Consultant sick leave, vacation pay, or any other benefit of employment nor to pay any social security or other tax which may arise as an incident of employment. The Consultant shall pay all income and other taxes as due.

#### **XII. NON-APPLICATION OF FUNDS**

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts after the end of the current fiscal periods, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

**XIII. GENERAL PROVISIONS**

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by written agreement signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorney fees, costs and expenses. The venue for any dispute related to this Agreement shall be King County, Washington. Failure of the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. In the event of a conflict between Exhibit A, Scope of Services, and this Agreement, this Agreement shall be controlling. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CONSULTANT:**

**CITY:**

**CITY OF MERCER ISLAND**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:  
Title:

Jessi Bon, City Manager  
9611 SE 36th Street  
Mercer Island, WA 98040

Tax ID No. \_\_\_\_\_

Staff name Sarah Bluvas  
Staff phone # 206.275.7864

Address:

Approved as to form:

Phone:

By: \_\_\_\_\_

Bio Park, City Attorney

### Attachment 3

Indicate your evaluation of the artist’s credentials based on information included in the artist’s submittal.

1. The artist is generally recognized by critics and peers as a professional who routinely creates high-quality work. **YES or NO**

2. The artist provides evidence that they have contracted with public, private, and/or corporate entities to create public artwork. **YES or NO**

3. The artist demonstrates that prior commissioned work was completed on schedule and within budget. **YES or NO**

4. The artist demonstrates that they have produced artwork that is sensitive and responsive to a broad range of the public.

*(Low =1, High =6)*

|   |   |   |   |   |   |
|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 |
|---|---|---|---|---|---|

5. The submittal shows a sensitivity to the public benefit concept as described in the Program for Acquisition of Art in Public Places.

*(Low =1, High =6)*

|   |   |   |   |   |   |
|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 |
|---|---|---|---|---|---|

6. The submittal demonstrates compatibility with the scale of the site and/or the scale of the artwork’s intended use and does not interfere with traffic patterns.

*(Low =1, High =6)*

|   |   |   |   |   |   |
|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 |
|---|---|---|---|---|---|

7. The submittal demonstrates understanding and mitigation of theft, vandalism, weather impacts, excessive maintenance costs, and/or other potential issues that may arise as a result installation.

*(Low =1, High =6)*

|   |   |   |   |   |   |
|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 |
|---|---|---|---|---|---|

8. The artist demonstrates experience in (score higher) or knowledge of (score lower) the medium(s) chosen for their concept.

*(Low =1, High =6)*

|   |   |   |   |   |   |
|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 |
|---|---|---|---|---|---|

9. The submittal, including written concepts, sketches, and past work examples, express a cohesive vision.

*(Low =1, High =6)*

|   |   |   |   |   |   |
|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 |
|---|---|---|---|---|---|

10. The submittal meets the requirements of the request for proposals (RFP).

*(Low =1, High =6)*

|   |   |   |   |   |   |
|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 |
|---|---|---|---|---|---|

**TOTAL:**